

**VOLUNTARY CLEANUP CONTRACT
13-5735-NRP**

**IN THE MATTER OF
A PORTION OF THE VIRGINIA-CAROLINA CHEMICAL CORPORATION SITE
CHEROKEE COUNTY
and
TOWN OF BLACKSBURG**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and the Town of Blacksburg, with respect to the Property located on Old Shelby Road, Blacksburg, South Carolina. The Property includes four parcels totaling approximately 12.75 acres identified as follows: Parcel No. 1 Tax Map Serial Number 1530000045000; Parcel No. 2 TMS 1730300047000; Parcel No. 3 TMS 1730300026000; and Parcel No. 4 TMS 1730300031000. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of July 1, 2013, and any amendments thereto, by the Town of Blacksburg, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et. seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et. seq. (as amended), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq., and the South Carolina Pollution Control Act, § 48-1-10 et. seq.

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §44-56-710 et. seq. (as amended), and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina

Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et. seq. (as amended), the S.C. Pollution Control Act, S.C. Code Ann. § 48-1-10, et. seq. (as amended), or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et. seq.

- A. "Blacksburg" means Town of Blacksburg.
- B. "Beneficiaries" means Blacksburg's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site.
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of Blacksburg or its Beneficiaries.

- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Site" means all areas where a contaminant has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA section 101 (28).
- J. "Upstate Forever" means Upstate Forever, a nonprofit corporation organized and existing under the laws of the State of South Carolina.
- K. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

- 2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators are more specifically identified in the *Phase I Environmental Site Assessment*, dated April 2013, conducted by ARCADIS U., S., Inc. for ExxonMobil Environmental Services Company. The Phase I Table 1 entitled Historical Chain-of-Title Summary is attached to this Contract in Appendix B.
- B. Property and Surrounding Areas: The Property has a bow-tie shape in general and is bounded to the north by Norfolk Southern Railroad; to the east by undeveloped land; to the south by Baileys Fish Camp and privately owned

properties; and to the west by residential parcels. Old Shelby Road, which is no longer in use, traverses the Property in the northern portion while North Shelby Street, the current roadway, traverses the Property nearer to the middle and southern portions. The Town of Blacksburg operates a sewer lift station that is located adjacent to the southeastern portion of the Property and maintains a sanitary sewer line that crosses the Property.

According to the 1896 Sanborn Fire Insurance Map, the Carolina Sulfuric Acid Manufacturing Company operated an acid plant on the Property near Old Shelby Road in Blacksburg, South Carolina. Virginia-Carolina Chemical Company acquired the Property in three parts between 1897 and 1905 to entail approximately 66.5 acres. Virginia-Carolina Chemical Company declared bankruptcy in 1924. Virginia-Carolina Chemical Corporation of Richmond, Virginia emerged as a new company that continued ownership and operation of the facility until 1943. In 1963 Virginia-Carolina Chemical Corporation merged into Socony Mobil Oil and then changed names in 1966 to Mobil Oil Company. The Mobil Oil Company merged with Exxon Corporation in 1998 to form ExxonMobil Corporation, the corporate successor-in-interest to Virginia Carolina Chemical Corporation.

A phosphate/fertilizer manufacturing facility was situated on the Property, which is a portion of the 66.5 acres; the remainder of the acreage was unused. Phosphate rock was crushed and sulfuric acid was used to create phosphoric acid, which is the building block of phosphate fertilizers. The phosphate / fertilizer manufacturing began prior to 1896 and continued until approximately 1932. The Property was identified as the Acid Department that consisted of the following structures and equipment: office, laboratory, crusher, stamps, engine room amalgamates room, sulfur furnaces and iron burners, acid chamber, ore / rock and sulfur sheds, chlorinating building, furnace and boiler rooms, concentrating room, nitre house, paint shop and pond/reservoir. The 66.5 acres were sold in 1943 and residential development began in the late 1940s. The

12.75 acre Property was used for residential purposes until the Removal Action began in 2010. Currently the 12.75-acre Property is vacant land. A branch of Buffalo Creek flows from east to west across the southern portion of the Property.

C. Investigations / Reports - Legal Issues:

Multiple environmental assessments have been conducted on the Property since 2007. Soil and groundwater were evaluated along with surface water and sediment from the branch of Buffalo Creek. The results indicated that the Property had been impacted by arsenic and lead. Sediments in the branch of Buffalo Creek were also impacted.

As a result, the US Environmental Protection Agency (EPA) and Exxon Mobil Corporation entered into an Administrative Settlement Agreement and Order on Consent for Removal Action (Settlement Agreement), which became effective on February 21, 2008 (Docket No. CERCLA-04-2008-3760). Additional assessments were conducted and the design for the removal action was prepared and approved. The removal action was conducted between December 2010 and November 2011. The activities included: removal of existing structures; excavation and removal of approximately 40,000 cubic yards of soil and sediment in impacted areas across the Property; backfill and compaction of the removal areas; realignment of the branch of Buffalo Creek to include the installation of a concrete block retaining wall; and the restoration of disturbed excavation areas with approximately 60,000 cubic yards of clean soils, and establishing vegetation. Four groundwater monitoring wells were installed on the Property for the purpose of monitoring groundwater quality.

A Notice of Completion was issued by the EPA on February 13, 2012, in correspondence from Timothy B. Neal (EPA) to Lauren M. Gordon (Exxon Mobil Corporation). The EPA's Notice of Completion provides that, to the extent possible, soils exceeding the residential cleanup levels of 400 milligrams per

kilogram (mg/kg) lead and 27 mg/kg arsenic were removed from the Site and no further soil removal was warranted at that time.

Exxon Mobil Corporation has continuing obligations such as groundwater monitoring, Site cover monitoring, and periodic Site maintenance as specified in the Department approved Post Removal Action Site Control Plan and the Post-Removal Action Groundwater Monitoring Plan. These Plans were included in the February 2012 *Removal Action Completion Report*, which was reviewed by the Department.

- D. Applicant Identification: Blacksburg is a South Carolina local government with its principal place of business located at 105 S. Shelby Street, Blacksburg, 29702. Blacksburg affirms that it has the financial resources to conduct the response action pursuant to this Contract.
- E. Proposed Redevelopment: Blacksburg will acquire the Property to preserve the Property as green space and to create a walking trail through a natural area for residents to enjoy. The preserve will allow the pre-existing forest, local floral, and fauna to develop. The Property will be subject to a Declaration of Covenants and Restrictions that will prohibit certain activities and control all future use.

BONA FIDE PROSPECTIVE PURCHASER STATUS

- 3. Blacksburg certifies that it is not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; is not a Responsible Party for the site, or a parent, successor or subsidiary of a Responsible Party for the site; and has not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. Blacksburg also certifies that it is eligible to be a Bona Fide Prospective Purchaser for the Property.

RESPONSE ACTION

4. Blacksburg agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by Blacksburg, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A Report of the assessment results shall be submitted by Blacksburg, or its designee in accordance with the schedule provided in the initial Work Plan. Blacksburg acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. In such an event, Blacksburg agrees to perform the additional assessment and/or corrective action as reasonably required by the Department and consistent with the intended uses of the Property. However, Blacksburg may seek an amendment of this Contract to clarify its further responsibilities under these additional obligations, if applicable. Blacksburg shall perform all actions required by this Contract, and any related actions of Blacksburg's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.
- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). Blacksburg shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.

- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
- a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). Any additional monitoring wells and groundwater sampling points, if required by the Department, shall be constructed in accordance with 25 S.C. Code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the sub-paragraphs below, but may include one or more of the following:
 - i. the full EPA Target Analyte List (TAL);
 - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
 - ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds (TCL-SVOCs);
 - iii). EPA Target Compound List Pesticides (TCL-Pesticides);
 - iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs).
 - d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. The applicable Protection of Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detections

levels, the analytical method shall use the lowest achievable detection levels.

- 6). The Work Plan shall include the names, addresses, and telephone numbers of Blacksburg's consulting firm(s), analytical laboratories, and Blacksburg's contact person for matters relating to this Contract and the Work Plan.
 - a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work Plan.
 - b). Blacksburg shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify Blacksburg in writing of approvals or deficiencies in the Work Plan.
- 8). Blacksburg, or its designee, shall respond in writing within thirty (30) days of receipt of any comments on the Work Plan by the Department.
- 9). Blacksburg shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). Blacksburg shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). Blacksburg shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. Blacksburg shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any

materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The Report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical data.
- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in pdf format).

C. If Applicable, Assess Waste Materials and Segregated Sources:

- 1). Blacksburg shall characterize for disposal in accordance with appropriate regulations any Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with a Department approved plan.
- 2). Upon discovery of any Segregated Source that has not yet released all contents to the environment, Blacksburg shall expeditiously stabilize or remove the Segregated Source from the Property.
- 3). Blacksburg shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. Blacksburg shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Assess groundwater quality:

- 1). To-date, groundwater quality has been assessed for lead and arsenic. The direction of groundwater flow has been determined to be to the west. Blacksburg shall assess groundwater quality. This assessment shall consist of a one-time collection of groundwater samples from the four existing monitoring wells identified as BB-MW-5, BB-MW-6R, BB-MW-7 and BB-MW-8.
- 2). Samples from groundwater monitoring wells BB-MW-5, BB-MW-6R, BB-MW-7 and BB-MW-8 shall be analyzed for TAL- Metals, VOCs and SVOCs. In addition, a sample from the well historically exhibiting the highest concentrations of contaminants (BB-MW-8) shall be analyzed for the full TAL/TCL parameters.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

E. Institute reasonable Contamination control measures:

- 1). Blacksburg shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.
 - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
 - b). Blacksburg shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). Blacksburg shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property:
 - a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations

in excess of appropriate human-health and ecological risk-based exposure standards with plausibly complete routes of exposure.

- i. Blacksburg may request Department approval to conduct a specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, Blacksburg shall submit for Department approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- ii. Corrective measures may include a Declaration of Covenants and Restrictions, removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination. The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property.
- iii. Upon completion of any corrective measures, Blacksburg shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.

F. Monitor and/or abandon the monitoring wells:

- 1). Blacksburg shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). Blacksburg shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be

abandoned in accordance with R.61-71 of the South Carolina Well Standards.

HEALTH AND SAFETY PLAN

5. Blacksburg shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one hard copy and one electronic copy of the Health and Safety Plan on compact disk (in .pdf format). Blacksburg agrees that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by Blacksburg.

PUBLIC PARTICIPATION

6. Blacksburg and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by Blacksburg.
 - B. Blacksburg shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.
 - 1). The sign will state "Voluntary Cleanup Project by Town of Blacksburg under Voluntary Cleanup Contract 13-5735-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of

Blacksburg. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".

- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). Blacksburg shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
- 4). Blacksburg agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). Blacksburg shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, Blacksburg shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. Blacksburg shall submit periodic written updates to the Department's project manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within sixty (60) days of Work Plan approval and semi-annually thereafter.
 - A. The updates may be in summary letter format, but should include information about:
 - 1). The actions taken under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;
 - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract (if applicable); and,

- 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.

B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. Blacksburg shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. Blacksburg shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. Blacksburg or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property to: prohibit commercial, industrial, and residential uses; prohibit the construction or installation of any water supply well; prohibit agricultural or silvicultural activities; limit construction of buildings, structures, or signs; prohibit excavation and removal of materials or mining; limit activities impacting surface waters or riparian buffers; limit the creation of ponds or water courses; and, limit landscaping activities. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

A. The Department shall prepare and sign the Declaration prior to providing it to Blacksburg. An authorized representative of Blacksburg or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.

- B. Blacksburg or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. Blacksburg or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. The Declaration shall be noted on the master deed of any planned development for the Property.
- E. The Declaration shall reserve a right of entry and inspection for Blacksburg or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.
 - 1). Blacksburg or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.
- F. The Declaration shall provide that the Department has an irrevocable right of access to the Property after Blacksburg acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.
- G. Blacksburg or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and

compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.

H. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jo Cherie Overcash, Project Manager
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201
overcajc@dhec.sc.gov

- B. All correspondence and notices to Blacksburg shall be submitted to Blacksburg's designated contact person who as of the effective date of this Contract shall be:

Town of Blacksburg
Trudy U. Martin, Town Administrator
105 S. Shelby Street
Blacksburg, South Carolina 29072
trudy@townofblacksburg.com

FINANCIAL REIMBURSEMENT

11. Blacksburg or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S. C. Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to Blacksburg on a quarterly basis. In recognition of Blacksburg's non-profit status, the Department waives reimbursement of oversight costs, exclusive of the cost incurred for public participation. The Department reserves the right to re-instate oversight billing upon thirty-day notice to Blacksburg; however, said billing shall not include any costs incurred by the Department prior to receipt of the notice. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Town of Blacksburg
Trudy U. Martin, Town Administrator
105 S. Shelby Street
Blacksburg, South Carolina 29072

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.
- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

- 12. Blacksburg agrees the Department has an irrevocable right of access to the Property for environmental response matters after Blacksburg acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

- 13. A Certificate of Completion shall be issued to Blacksburg or its Beneficiaries for the Property under this Contract as follows:
 - A. Blacksburg or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and the required Declaration of Covenants and Restrictions is recorded pursuant to this Contract. The request shall be in writing and shall report 1) any amount of soil that was removed or remediated on the Property pursuant to this Contract; 2) the cost of all environmental work conducted pursuant to this Contract; 3) the

report of the one-time groundwater sampling event; and 4) any other applicable reports under Section 4 of this Contract.

- B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that Blacksburg or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. § 44-56-710 through 760 (as amended).

ECONOMIC BENEFITS REPORTING

- 14. Blacksburg or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. Blacksburg shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

- 15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, Blacksburg, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:
 - A. Blacksburg or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
 - B. If the Certificate of Completion has not been issued, Blacksburg or its Beneficiaries shall request approval from the Department prior to transferring the

obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:

- 1). Is not a Responsible Party for the Site;
- 2). Has sufficient resources to complete the activities of this Contract;
- 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract,
- 4). Will assume the protections and all obligations of this Contract and,
- 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.

C. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, Blacksburg or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.

- 1). The notification shall include a signed statement from the new individual or entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.
- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

CONTRACT TERMINATION

16. Blacksburg, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

A. The Department may not terminate this Contract without cause and before termination, shall provide Blacksburg or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in Blacksburg's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;
- 4). Failure of Blacksburg or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by Blacksburg or its Beneficiaries;
- 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
- 6). Failure by Blacksburg or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
- 7). Failure by Blacksburg or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of Blacksburg's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.

B. Should Blacksburg or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused

or contributed by Blacksburg or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.

- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of Blacksburg or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, , and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. Blacksburg and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

- A. Effective on the date this Contract is first executed by the Department:
 - 1). Protection from contribution claims under CERCLA Section 113.42 U.S.C. § 9613 and § 44-56-200, et seq.
 - 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).

- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue Blacksborg and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by Blacksborg or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by Blacksborg or its Beneficiaries. The Department retains all rights under State and Federal laws to compel Blacksborg and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by Blacksborg or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than Blacksborg and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than Blacksborg and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY BLACKSBURG

19. Blacksborg retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this

Contract. Blacksburg and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, Blacksburg and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. Blacksburg and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by Blacksburg or its Beneficiaries. Blacksburg and its Beneficiaries shall make this demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY BLACKSBURG AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, Blacksburg and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

DATE:

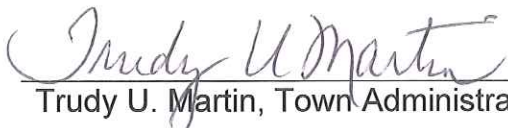
Reviewed by Office of General Counsel

TOWN OF BLACKSBURG

BY:

DATE:

11/12/13


Trudy U. Martin, Town Administrator

APPENDIX A

Town of Blacksburg

Application for Non-Responsible Party Voluntary Cleanup Contract

July 1, 2013

RECEIVED

JUL 01 2013

SITE ASSESSMENT,
REMEDICATION &
REVITALIZATION



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☐ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☒ Government / Other Public Funded Entity

3. Applicant's Legal Name Town of Blacksburg

4. Contract Signatures for this Applicant

a. Authorized Signatory

Trudy U. Martin

Town Administrator

trudy@townofblacksburg.com

Name

Title

Email

105 S. Shelby Street

864-839-2332

Address

Phone1

Phone2

Blacksburg

SC

29702

City

State

Zip

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
David Hogue	Mayor	(864) 839 - 2332		<input checked="" type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

105 S. Shelby Street

Street address

Suite Number

Blacksburg

SC

29702

City

State

Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)

Title

Street Number or PO Box

Phone1

Phone 2

City

State

Zip

Email

7. Company Structure Information ☒ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in _____ (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name

Name

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☐ Yes ☐ No

d. If yes, identify all affiliations: _____

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

Trudy U. Martin

Authorized Signatory

Co Signatories

II. Property Information

9. Location

a. Physical Address Old Shelby Street, Blacksburg, SC 29702

b. County Cherokee County

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of Blacksburg, SC
(town/city)

10. List any Companies or Site names by which the Property is known

VCC Blacksburg

11. Total Size of Property Covered by this Contract 12.75 Acres

12. How many parcels comprise the Property? 4

13. Current Zoning (general description)

The subject property is currently zoned as Residential

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information *Complete the information below for each Parcel (attach additional sheets if needed)*

a. Tax Map Parcel# 1730300031000

b. Acreage 4.81

c. Current Owner ExxonMobil Corp

d. Owner Mailing Address PO Box 53
Houston, TX 77010

e. Contact Person for Access Corrie Chwalek

f. Access Person's Phone # 919-415-2286

g. Is Parcel Currently Vacant? ☒ Yes ☐ No

h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 1932
(approx date)
☒ In operation: nature of the
business Fertilizer Production

a. Tax Map Parcel# 1730300047000

b. Acreage 0.64

c. Current Owner ExxonMobil Corp

d. Owner Mailing Address PO Box 53
Houston, TX 77010

e. Contact Person for Access Corrie Chwalek

f. Access Person's Phone # 919-415-2286

g. Is Parcel Currently Vacant? ☒ Yes ☐ No

h. Buildings on the parcel? (check all that apply)

☒ None

☐ Demolished/Ruins

☐ Intact, To be demolished

☐ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel

☒ Not operating since 1932 (approx date)

☒ In operation: nature of the business Fertilizer Production

a. Tax Map Parcel# 1730300026000

b. Acreage 0.29

c. Current Owner ExxonMobil Corp

d. Owner Mailing Address PO Box 53
Houston, TX 77010

e. Contact Person for Access Corrie Chwalek

f. Access Person's Phone # 919-415-2286

g. Is Parcel Currently Vacant? ☒ Yes ☐ No

h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 1932
(approx date)
☒ In operation: nature of the
business Fertilizer Product

a. Tax Map Parcel# 1530000045000

b. Acreage 7.01

c. Current Owner ExxonMobil Corp

d. Owner Mailing Address PO Box 53
Houston, TX 77010

e. Contact Person for Access Corrie Chwalek

f. Access Person's Phone # 919-415-2286

g. Is Parcel Currently Vacant? ☒ Yes ☐ No

h. Buildings on the parcel? ☒ None
(check all that that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel
☒ Not operating since 1932
(approx date)
☒ In operation: nature of the business Fertilizer Production

a. Tax Map Parcel# _____

b. Acreage _____

c. Current Owner _____

d. Owner Mailing Address _____

e. Contact Person for Access _____

f. Access Person's Phone # _____

g. Is Parcel Currently Vacant? ☐ Yes ☐ No

h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

a. Tax Map Parcel# _____

b. Acreage _____

c. Current Owner _____

d. Owner Mailing Address _____

e. Contact Person for Access _____

f. Access Person's Phone # _____

g. Is Parcel Currently Vacant? ☐ Yes ☐ No

h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used

i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

The subject property is currently owned by ExxonMobil. The central portions of the property are comprised of a hillside covered with grassy vegetation while the western and eastern portions of the property are wooded. The southern portion of the property is traversed by a branch of Buffalo Creek. ExxonMobil completed a soil removal action at the subject property between December 2010 and November 2011. A No further Action for soil removal was issued by the USEPA in February 2012. Following the removal action, the property was restored with the goal of replenishing vegetation and stabilizing the hill that slopes across the property. This goal was achieved through hydroseeding native grass seed along the hillside and planting trees along specified intervals to increase slope stabilization. The trees also serve as the base population that will replenish the pre-existing forest that was cleared and grubbed. Additionally, rip rap was placed along the slope and unnamed branch of the Buffalo Creek River to control erosion. With these restoration measures in place, a walking trail through the heart of the property is planned to create a natural area for residents to enjoy. This walking trail will also serve as a preserve for local flora and fauna. As the site's vegetation grows and develops, the Town of Blacksburg plans to implement the walking trail as part of brownfields redevelopment activities in the town.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☐ Yes Anticipated Number _____
☒ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ 0 _____

20. a. Will there be Intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☒ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☐ Other _____

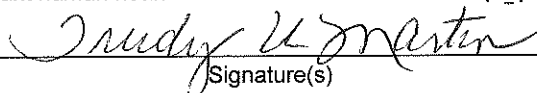
- b. Please Describe:

A walking trail surrounded by a natural area is planned for the subject property. This will maintain natural green space on the property and prevent further disruptions or development of the property.

21. Anticipated date of closing or acquiring title to the property 4 / 30 / 2013

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



(Signature(s))

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm
☐ None as of this application date
Summit Engineering Group, Inc.
Company

9601 Warren H Abernathy Hwy	Spartanburg	SC	29301
Address	City	State	Zip
Richard Anderson	22394	864-949-1111	randerson@summiteng.com
Project Contact1	S.C PE/PG Reg. #	Phone1	Phone 2 email
Project Contact 2	S.C PE/PG Reg. #	Phone1	Phone 2 email

24. Legal Counsel (Optional)

Lister, Flynn & Kelly, PA

Firm

Lawrence E. Flynn, Jr.

(864) 582-3770

Attorney

Phone1

Phone 2

P. O. Box 2929

Spartanburg

SC

29304

lflynn@lfklaw.com

Street Number or PO Box

City

State

Zip

email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact

Title

Company

Phone

Address

City

State

Zip

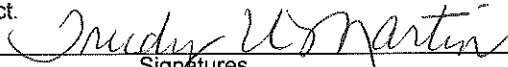
26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☒ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.


 Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☐ Plat Map ☐ Metes and Bounds Text ☒ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by ARCADIS U.S., Inc.

(Name of Environmental Firm)

☐ Older report updated in the past six months by _____

(Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☐ The Applicant is not aware of any environmental testing on the property☒ The Applicant believes the Department already has all environmental data in its files on: VCC Blacksburg, South Carolina☐ The Following reports are attached:

(Site Name)

Report Date

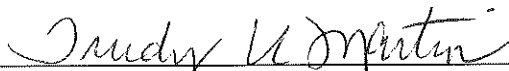
Report Name

Environmental Firm

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☒ Enclosed with this Application as an Attachment☐ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.


 Signature(s)

This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

APPENDIX B

Table 1

Historical Chain-of-Title Summary

Phase I ESA Report

Old Shelby Road, Blacksburg, Cherokee County, South Carolina

Application for Non-Responsible Party Voluntary Cleanup Contract

July 1, 2013

Table 1
Historical Chain-of-Title Summary
Phase I ESA Report
Old Shelby Road, Blacksburg, Cherokee County, South Carolina

Grantor	Grantee	Acres	Date	Deed Book/		Comments
				Page	Parcel ^b	
Original Property VCC R.R. Carroll	R.R. Carroll	66.5	12/20/1943	3F/76	Entire property owned by VCC	
	L.S. Pennington	66.5	4/3/1946	3I/359	Entire property owned by VCC	
Original Property is subdivided into Groups A, B, C, D, and E						
Group A L.S. Pennington Tate	Tate	17.4	9/16/1946	3J/241	Includes Parcels 11 & 12	
	Blanton	17.4	5/1/1950	3V/92	Includes Parcels 11 & 12	
Blanton divides property into Groups A-1 and A-2						
Group A-1 Blanton	Town of Blacksburg	4.25	8/21/1951	3X/585	1st part of Parcel 12	Not current property line or owner
Group A-2 Blanton	J.C. Mullinax	13.15	11/30/1962	5N/391	2nd part of Parcel 12 and Parcel 11	
	Blanton	13.15	1/20/1966	6H/253	2nd part of Parcel 12 and Parcel 11	
J.C. Mullinax Blanton	L&F Mullinax	13.15	3/9/1967	6O/202	2nd part of Parcel 12 and Parcel 11	Not current property line or owner
NA	M&A Mullinax	8.2	NA	NA	Parcel 11	Current Owner/Deed Not Provided
NA	T. Mullinax	8.4	NA	NA	Parcel 12	Current Owner/Deed Not Provided

Table 1
Historical Chain-of-Title Summary
Phase I ESA Report
Old Shelby Road, Blacksburg, Cherokee County, South Carolina

Deed Book/					
Grantor	Grantee	Acres	Date	Page Number	Parcel ^b Comments
Group B					
L.S. Pennington	Hambright	7.6	2/22/1947	3K/154	Parcels 5 and 19
Hambright	Rankin	7.6	3/13/1948	3N/589	Parcels 5 and 19
Rankin	Harris	7.6	8/30/1948	3O/373	Parcels 5 and 19
Harris	Poteat	7.6	6/13/1953	4D/194	Parcels 5 and 19
Poteat	Sisk	6.9	10/24/1959	5C/195	0.7 acres to RR ROW
Sisk	E. Hunsucker	6.9	10/7/1963	5S/261	Parcels 5 and 19
E. Hunsucker	T&M Hunsucker	6.9	2/20/1995	15E/139	Parcels 5 and 19
NA	B. Shelton	NA	NA	NA	Parcel 19
Title not complete/Current owner of Parcel 19					
T&M Hunsucker	Exxon Mobil Corporation	7.01	3/11/2011	41/2527	Parcel 5
Current owner of Parcel 5. Identified as Parcel 1 in Phase I ESA Report.					
Group C					
L.S. Pennington	T. Pennington	8.2	2/22/1947	3K/155	Parcels 6, 16, 7, 8, and 9
T. Pennington	W. Pennington	8.2	1/27/1948	3N/477	Parcels 6, 16, 7, 8, and 9
W. Pennington	Earl	8.2	8/5/1948	3O/303	Parcels 6, 16, 7, 8, and 9
Earl divides property into C-1 and C-2					
Group C-1					
Earl	J&K Bragwell	5.6	7/18/1980	11H/235	Parcel 9
J&K Bragwell	J.L. Bragwell	5.6	7/25/1997	16G/236	Parcel 9
J.L. Bragwell	J.L. Bragwell	5.6	3/7/2000	80/208	Parcel 9
Current Owner					
Group C-2					
Earl	A. O. Sutton	2.3	7/9/1956	4O/327	Parcels 6, 16, 7, and 8

Table 1
Historical Chain-of-Title Summary
Phase I ESA Report
Old Shelby Road, Blacksburg, Cherokee County, South Carolina

Grantor	Grantee	Acres	Date	Deed Book/		Comments	
				Page	Parcel ^p		
A.O. Sutton divides property into C-2-a through C-2-d							
Group C-2-a	A. O. Sutton						
	Borders	0.68	2/21/1959	5J/111	Parcel 6		
	J&N Elliott	0.68	8/26/1961	5J/112	Parcel 6		
	N Elliott	0.68	5/8/1970	7N/43	Parcel 6		
	Hannah	0.68	3/30/1971	7X/434	Parcel 6		
P. Harris	C. Harris	0.68	7/20/1999	54/194	Parcel 6	Current Owner	
Group C-2-b	A. O. Sutton						
	J.A. Sutton	0.24	9/25/1967	6S/98	Parcel 8		
	R.A. Martin	0.24	6/20/1973	8Y/195	Parcel 8		
	R.A. Martin	0.24	1/13/1986	12/220	Parcel 8		
	B.M. Wilson	0.24	9/29/1987	12R/142	Parcel 8		
M&K Hamrick	D. R. Hamrick	0.24	9/26/1997	16N/98	Parcel 8	Current Owner; tax assessor says 0.13 acres	
Group C-2-c	A. O. Sutton						
	W. B. Sutton	0.52	7/27/1972	8N/304	Parcel 16		
	L&D Eaker	0.52	10/26/1973	9D/297	Parcel 16		
	M&P Eaker	0.52	1/15/1979	10Z/14	Parcel 16	Deed not provided	
	M&P Eaker	0.52	7/10/1985	12E/443	Parcel 16	Lot adjusted/not provided	
	NA	Citibank	0.34	4/12/2002	120/181	Parcel 16	
	Citibank	M. Falls	0.34	5/13/2002	123/153	Parcel 16	Deed not provided/Current owner of Parcel 16
M. Falls	E. Walker	0.34	9/9/2002	131/281	Parcel 16		
Group C-2-d	A. O. Sutton						
	D. Sutton	0.5	NA	223/6	Parcel 7	Deed not provided/Land Inherited	
	D. Sutton	0.5	1/11/1979	10Z/17	Parcel 7		
	M&P Eaker	0.5	NA	NA	Parcel 7	Deed not provided	
	K&C Creswell	0.5	5/27/1986	12K/59	Parcel 7	Current Owner	

Table 1
Historical Chain-of-Title Summary
Phase I ESA Report
Old Shelby Road, Blacksburg, Cherokee County, South Carolina

Deed Book/					
Grantor	Grantee	Acres	Date	Page Number	Parcel ^b Comments
Group D					
L.S. Pennington	H.C. Pennington	7.74	2/22/1947	3K/327	Parcels 1, 3, 4, and 15
H.C. Pennington	C.J. Rankin	7.74	2/6/1948	3N/587	Parcels 1, 3, 4, and 15
Rankin divides property into D-1 and D-2					
Group D-1					
C.J. Rankin	J. Cashion	1.5	4/6/1948	3O/85	Southern Parcel 4
J. Cashion	C.J. Rankin	1.5	8/31/1948	3O/505	Southern Parcel 4
C.J. Rankin	C.A. Borders	1.5	11/11/1948	3O/551	Southern Parcel 4
C.A. Borders	D.W. Allen	1.5	5/8/1950	4D/118	Southern Parcel 4
Isler	D.W. Allen	0.22	2/14/1951	4D/119	Northern Parcel 4
D.W. Allen	H. Allen	1.72	5/17/1953	4D/120	Current Parcel 4 (2 pieces)
H. Allen	D. Allen, et al	1.72	7/12/1985	12F/853	Current Parcel 4 (2 pieces)
D. Allen, et al	L. Allen, et al	1.72	1/10/2005	198/109	Current Parcel 4 (2 pieces)
Group D-2					
C.J. Rankin	R&A Isler	6.24	3/10/1948	3N/588	Parcels 1, 3, and 15
R&A Isler	R.C. Cobb	6.24	4/28/1950	3V/49	Parcels 1, 3, and 15
R.C. Cobb divides property into D-2-a and D-2-b					
Group D-2-a					
R.C. Cobb	R. Isler	5.24	10/16/1950	3V/562	Parcels 1, 14, and 15
Group D-2-b					
R.C. Cobb	R&E Isler	0.71	NA	NA	Parcel 3
R&E Isler	J. Isler	0.71	7/2/1955	5D/152	Parcel 3
A. Radica et al.	Exxon Mobil Corporation	0.64	1/20/2011	3V-562 + 5D-Parcel 3 152	Change of owner from J. Isler to A. Radica et al. via quiet title. Identified as Parcel 2 in the Phase I ESA Report.
R. Isler divides property into D-2-a-1 and D-2-a-2					
Group D-2-a-1					
R. Isler	Benton	0.11	7/19/1951	3X/503	Portion of Parcel 15
R. Isler	Benton	0.24	10/14/1957	4T/235	Portion of Parcel 15
Benton	G.W. Blanton	0.35	10/11/1966	6O/76	Portion of Parcel 15
G.W. Blanton	I.R. Blanton	0.35	11/4/1993	14B/56	Portion of Parcel 15
I.R. Blanton	D. Janesky	0.35	7/15/1999	54/168	Portion of Parcel 15
D. Janesky	Exxon Mobil Corporation	0.29	3/10/2011	4T/2527	Portion of Parcel 15
Identified as Parcel 3 in the Phase I ESA Report.					

Table 1
Historical Chain-of-Title Summary^a
Phase I ESA Report
Old Shelby Road, Blacksburg, Cherokee County, South Carolina

Deed Book/					
Grantor	Grantee	Acres	Date	Page Number	Parcel ^b Comments
Group D-2-a-2					
R. Isler	T. Martin	3	7/26/1961	5J/260	Parcels 1 and 14
T. Martin	F. Meek	3	9/26/1961	5J/262	Parcels 1 and 14
F. Meek	Gibson Mobile Homes	3	5/15/1963	5Q/157	Parcels 1 and 14
Gibson Mobile Homes	M. Gibson	3	5/14/1992	13T/680	Parcels 1 and 14
M. Gibson	H&M Phillips	3	6/26/1992	13U/22	Parcels 1 and 14
H&M Phillips	R&W Darby	2.9	12/1/1999	66/144	Parcel 1
H&M Phillips	Town of Blacksburg	0.09	4/26/1997	16A/195	Parcel 14
R&W Darby	H&M Phillips	2.9	2/16/2010	34/1175	Parcel 1
H. Phillips	Exxon Mobil Corporation	4.81	3/10/2011	41/2527	Parcel 1
Identified as Parcel 4 in the Phase I ESA.					
Group E					
L.S. Pennington	R.E. Hambright	47.6	4/10/1953	4D/34	Parcels 2 and 10
R.E. Hambright	W. Martin	47.6	8/9/1954	4G/466	Parcels 2 and 10
W. Martin	J. Ledford	47.6	4/24/1962	5L/166	Parcels 2 and 10
J. Ledford divides property into E-1 and E-2					
Group E-1					
J. Ledford	J. Ledford Jr.	5.14	8/29/2003	158/221	Parcel 2
J. Ledford Jr.	L. Bright	5.14	9/2/2003	158/223	Parcel 2
Group E-2					
J. Ledford	I. Williams	42.46	12/22/1962	5O/129	Parcel 10
I. Williams	L. Bright	42.46	8/3/1963	5H/163	Parcel 10
Current Owner/Current parcel=59.14 acres					

Notes:

NA = not available.

VCC = Virginia-Carolina Chemical Corporation

^a Summary includes all properties formerly owned by VCC

^b Property groups are identified on Figure 4 of the *Property Report* (BBL, 2006).

Findings presented herein are based on Southern Courthouse Ventures' Historical Chain-of-Title Report dated March 18, 2006 and Property Deeds provided by ExxonMobil on January 14, 2013.